

Resolution

Number 22-1343

Adopted Date September 06, 2022

APPROVE WAGE INCREASES FOR MULTIPLE EMPLOYEES WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has requested pay equity increases, based upon a recent wage survey of surrounding jurisdictions of similar positions, for multiple employees within the Children Services Division; and

NOW THEREFORE BE IT RESOLVED, approve the following pay equity increases for multiple employees within the Children Services Division, effective pay period beginning September 10, 2022, as follows:

- Jennifer Carman, Business Manager, paygrade A, wage \$2,260.80 bi-weekly
- Katie Taylor, Assistant Business Manager, paygrade 8, wage \$20.42 per hour
- Miranda Griffith, Clerical Specialist I, paygrade 1, wage \$16.96 per hour
- Darbie Eve, Clerical Specialist I, paygrade 1, wage \$16.30 per hour
- Desiree Dietmeyer, Compliance Caseworker I, paygrade 6, \$18.52 per hour
- Kamea Whitehead, Case Aide, paygrade 5, \$16.80 per hour
- Kelly Monk, Case Aide, paygrade 5, \$16.80 per hour
- Cara Harrison, Compliance Caseworker II, paygrade 8, \$21.86 per hour
- Misty Treadway, Compliance Caseworker III, paygrade 10, \$23.83 per hour
- Melissa Pittman, Foster Care/Adoption CW III, paygrade 8, \$24.79 per hour
- Sydney Wyatt, Foster Care/Adoption CW III, paygrade 8, \$23.83 per hour
- Autumn Cook, Investigative Caseworker III, paygrade 10, \$23.83 per hour
- Delainey Max, Investigative Caseworker III, paygrade 10, \$23.83 per hour
- Brook Irwin, Investigative Caseworker III, paygrade 10, \$23.83 per hour
- Katherine Mullins, Screener III, paygrade 10, \$23.83 per hour
- Kyla New, Protective Services Caseworker III, paygrade 10, \$23.83 per hour
- Britne Wilmer, Protective Services Caseworker III, paygrade 10, \$23.83 per hour
- Ashleigh Blair, Protective Services Caseworker III, paygrade 10, \$23.83 per hour
- Tiffany Kitchen, Protective Services Caseworker II, paygrade 8, \$21.22 per hour
- Arianna Hicks, Protective Services Caseworker II, paygrade 8, \$21.86 per hour
- Morgan Lowing, Protective Services Caseworker II, paygrade 8, \$21.22 per hour
- Breanna Brunsman, Protective Services Caseworker I, paygrade 6, \$18.52 per hour
- Samantha Cozort, Protective Services Caseworker I, paygrade 6, \$18.52 per hour
- Bailey Cobb, Alternative Response Caseworker II, paygrade 8, \$21.86 per hour
- Amanda Kneece, Alternative Response Caseworker II, paygrade 6, \$21.22 per hour


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SEPTEMBER 06, 2022
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Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
Employees' Personnel file
OMB-Sue Spencer

Resolution

Number 22-1344

Adopted Date September 06, 2022

ACCEPT RESIGNATION OF KATIE PYLE, FOSTER CARE/ADOPTION CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE SEPTEMBER 16, 2022

BE IT RESOLVED, to accept the resignation, of Katie Pyle, Foster Care/Adoption Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective September 16, 2022.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
K. Pyle's Personnel File
OMB – Sue Spencer
Tammy Whitaker

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1345

Adopted Date September 06, 2022

APPROVE RECLASSIFICATION OF TERESA DAVIS FROM FOSTER CARE/ADOPTION CASEWORKER I TO FOSTER CARE/ADOPTION CASEWORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Ms. Davis is performing duties of a Foster Care/Adoption Caseworker II position and desires to reclassify her to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Teresa Davis the position of Foster Care/Adoption Caseworker II, non-exempt, pay range #8, \$23.83 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning September 10, 2022.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Children Services (file)
T. Davis' Personnel file
OMB – Sue Spencer

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 22-1346

Adopted Date September 06, 2022

HIRE ASHLEY VAGEDES AS PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Ashley Vagedes, Protective Services Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #8, \$21.22 per hour, under the Warren County Job and Family Services compensation plan, effective September 19, 2022, subject a negative background check, drug screen and a 365-day probationary period.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
A. Vagedes' Personnel file
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1347

Adopted Date September 06, 2022

APPOINT ARLENE BYRD AS THE INTERIM DIRECTOR WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, it is the desire of the Board of County Commissioners to appoint Arlene Byrd as Interim Director, of Warren County Job and Family Services, Human Services Division; and

NOW THEREFORE BE IT RESOLVED, to appoint Arlene Byrd, as the Interim Director for the Warren County Job and Family Services, Children Services Division, unclassified, full-time permanent, exempt status (40 hours per week), Pay Range #C, \$3,164.27 bi- weekly, effective pay period starting September 10, 2022.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners' file
A. Byrd's Personnel file
OMB – Sue Spencer
HS (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1348

Adopted Date September 06, 2022

APPROVE PAY INCREASE FOR DUSTY JOHNSON, BUILDING AND ELECTRICAL INSPECTOR III WITHIN THE BUILDING AND ZONING DEPARTMENT

WHEREAS, Mr. Johnson has successfully completed his 365-day probationary period and was accepted by the state for interim Commercial Building Certification and is eligible to receive a wage increase of \$31.05 per hour; and

NOW THEREFORE BE IT RESOLVED, to approve pay increase for Dusty Johnson, Building and Electrical Inspector III within the Building and Zoning Department, \$31.05 per hour, effective pay period beginning September 10, 2022.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building and Zoning (file)
Dusty Johnson's Personnel file
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1349

Adopted Date September 06, 2022

REMOVE PROBATIONARY EMPLOYEE AURORA BUTLER, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Ms. Butler, began employment with the Warren County Department of Job and Family Services, Human Services Division on June 21, 2022 subject to a 365-day probationary period; and

WHEREAS, the Director of Warren County Department of Job and Family Services, Human Services Division, has recommended said employee be terminated for failing to meet the required standards of her position; and

NOW THEREFORE BE IT RESOLVED, to remove Aurora Butler from employment within the Warren County Department of Job and Family Services, Human Services Division, effective September 1, 2022.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
A. Butler's Personnel File
OMB – Sue Spencer
Tammy Whitaker

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1350

Adopted Date September 06, 2022

ACCEPT RESIGNATION OF EMILY DANIEL, PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE SEPTEMBER 9, 2022

BE IT RESOLVED, to accept the resignation, of Emily Daniel, Protective Services Caseworker III, within the Warren County Department of Job and Family Services, Children Services Division, effective September 9, 2022.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
E. Daniel's Personnel File
OMB – Sue Spencer
Tammy Whitaker

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1351

Adopted Date September 06, 2022

HIRE EMILIA DONALD AS PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Emilia Donald, Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$18.52 per hour, under the Warren County Job and Family Services compensation plan, effective September 19, 2022, subject a negative background check, drug screen and a 365-day probationary period.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
E. Donald's Personnel file
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1353

Adopted Date September 06, 2022

AUTHORIZE PRESIDENT OF THE BOARD TO SIGN PERMIT APPLICATION FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL FOR AN EVENT AT THE WARREN COUNTY FAIRGROUNDS

WHEREAS, Empresa La Madero is holding an event at the Warren County Fairgrounds on September 18, 2022; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign permit application from the Ohio Department of Commerce, Division of Liquor Control, on behalf of Empresa La Madero for the purpose of obtaining a liquor license for an event to be held at the Warren County Fairgrounds; copy of said application is attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Ohio Department of Commerce, Division of Liquor Control
Agricultural Society (file)
Sonia Garnica

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1354

Adopted Date September 06, 2022

ENTER INTO A CONTRACT WITH OHIO DEPARTMENT OF HEALTH FOR THE TUBERCULOSIS FUNDING ON BEHALF OF THE WARREN COUNTY COMBINED HEALTH DISTRICT

BE IT RESOLVED, to approve and enter into a contract with Ohio Department of Health for the Tuberculosis funding on behalf on the Warren County Combined Health District; said agreement attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Ohio Department of Health
Health Dept (file)
OMB

**OHIO DEPARTMENT OF HEALTH
TUBERCULOSIS FUNDING AGREEMENT**

This Tuberculosis Funding Agreement ("Agreement") is between:

Ohio Department of Health ("ODH")
Bureau of Infectious Diseases, Tuberculosis/Healthcare-Associated Infections Program
Sarah Mitchell, Program Manager ("ODH Agreement Manager")
246 N. High Street, Columbus, Ohio 43215
614-387-0652
sarah.mitchell@odh.ohio.gov

AND

Entity Name ("Recipient" or "County Commissioner") Warren County Board of Commissioners
Entity Contact Name ("Authorized Representative") President, Commissioner Tom Grossmann
Entity Address Warren County Administration Building, 406 Justice Dr, Lebanon, OH 45036
Contact Phone Number (513) 695-1250
Contact Email Address Tom.Grossmann@co.warren.oh.us
AKS ID Number - Address Code 154981-11

For the purpose of this Agreement, the term "Party" or "Parties" may be used to refer to either ODH and/or Recipient/County Commissioner individually or collectively. This Agreement must be signed by Recipient and returned along with required attachments to ODH, at Procurement@odh.ohio.gov and Sarah Mitchell (sarah.mitchell@odh.ohio.gov) within fourteen (14) days. A copy of the fully executed Agreement will be returned to Recipient.

- PURPOSE & OBJECTIVE.** All Ohio counties will be eligible to receive funds to offset the cost of public health activities associated with Tuberculosis ("TB") cases that complete an approved course of treatment. The provision of such funds and services will benefit the citizens of Ohio in a manner consistent with the overall mission of the Ohio Department of Health to protect and improve the health of all Ohioans. Eligibility criteria are based upon standards of care set forth in the American Thoracic Society ("ATS"), Centers for Disease Control and Prevention ("CDC") and Infectious Disease Society of America ("IDSA") guidance documents, and are referenced in Ohio Revised Code ("O.R.C.") 339.71 through 339.89 and Ohio Administrative Code ("O.A.C.") 3701-15-01 through 3701-15-03. CDC considers this project to be (1) increasing Human Resource Development ("HRD") for the prevention and control of TB through education and training activities, and; (2) increasing the capacity for appropriate medical evaluation and management of persons with TB disease and infection through medical consultation, for which disclosure of protected health information by covered entities is authorized by section 164.512(b) of Health Insurance Portability and Accountability Act ("HIPAA").
- REQUIRED QUALIFICATIONS.** Recipient must be an office of an Ohio County Commissioner.
- AGREEMENT TERM.** Subject to §8 and other terms and conditions specified in this Agreement:

3.1. "Agreement Beginning Date" shall be defined as the date indicated here, or the date of Agreement execution by both Parties, whichever is later:

7/1/2022

3.2. "Agreement Ending Date" shall be defined as the date indicated here, the date of Agreement termination or the date to which the Agreement has been extended:

12/31/2022

3.3. "Agreement Period" shall be defined as the time between the "Agreement Beginning Date" and "Agreement Ending Date" unless prior to the expiration date, the Agreement is renewed, terminated, or cancelled in

accordance with the Agreement Terms and Conditions. Any reference to the Agreement Period shall include any renewal terms.

4. AGREEMENT FUNDING.

4.1. "Agreement Funding Source" shall be defined as:

Center for Disease Control and Prevention (CDC) – Tuberculosis Elimination and Laboratory Cooperative Agreement

4.2. Federal Award Identification Number (FAIN):

NU52PS910184

4.3. CFDA Number:

93.116

4.4. Ohio Statute Authorizing Administration of the Program:

Ohio Revised Code ("O.R.C.")
3701.04(A)(4) & 3701.146

5. ATTACHMENTS & ACKNOWLEDGEMENTS. Attachments specified in this Agreement are made a part hereof, and are incorporated as terms and conditions of this Agreement. PLEASE READ CAREFULLY AND INITIAL EACH PARAGRAPH BELOW:

Recipient affirms that they have read and understand and agree to be bound by the Scope of Activities, Deliverables & Subsidy terms in §7 below, and by the Agreement Terms and Conditions in §8 below;

If Recipient is not currently a registered vendor with the State of Ohio, Recipient must register online using the OAKS Supplier Self-Registration module at www.supplier.obm.ohio.gov;

Recipient must complete and submit with this Agreement an Affirmation and Disclosure Form attached and marked Attachment A;

Recipient certifies its non-profit status and authority to do business in Ohio;

Recipient must submit with this Agreement verification of any required licenses, registrations or other qualifications required by this Agreement;

Recipient certifies it is not debarred from consideration for any state or federal government contracts and it is not subject to any unresolved finding for recovery; and

Effective March 28, 2019, if the Agreement Funding Source identified in §4.1. of this Agreement is one of the following listed funding sources, Recipient must certify that it does not perform nontherapeutic abortions; promote nontherapeutic abortions; contract with any entity that performs or promotes nontherapeutic abortions; nor will Recipient become nor is Recipient currently affiliated with any entity that performs or promotes nontherapeutic abortions as defined in O.R.C. §9.04:

- Violence Against Women Act;
- Breast and Cervical Cancer Mortality Prevention Act;
- Infertility prevention project;
- Minority HIV/AIDS initiative; or
- State of Ohio funds, including infant mortality reduction or infant vitality initiatives.

6. FEDERAL NOTICE OF AWARD RESTRICTIONS, DISCLAIMERS, EXCEPTIONS and/or MATERIAL BREACH. In the event of a conflict of terms, the terms and conditions of this Agreement shall take precedence over any conflicting terms in attachments.

6.1. Federal Notice of Award restrictions:

6.1.1. **Audit Requirements:** If 45 CFR 75 Subpart F applies, subrecipients receiving CDC funds under this Agreement must meet applicable audit requirements set forth in 45 CFR 75.

6.1.2. **Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIS):** Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all

information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Spencer Webb
Office of Financial Resources
Office of the Chief Operating Officer
TDZ4@cdc.gov | 678-475-4962

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

This mandatory disclosure requirement must be included in all subawards and contracts under this award. Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371

Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31U.S.C. 3321).

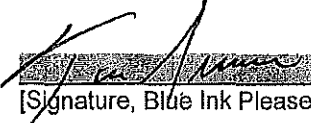
CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

Remainder of Page Left Intentionally Blank. Signature Page Immediately Follows.

IN WITNESS WHEREOF, the Parties by signing below indicate their agreement to this Agreement.

ON BEHALF OF COUNTY COMMISSIONER

OHIO DEPARTMENT OF HEALTH


[Signature, Blue Ink Please]

Bruce Vanderhoff, MD, MBA, Director of Health


Tom Crossman, President
[Print Name & Title]

Date

9/16/22
Date

Remainder of Page Left Intentionally Blank. Scope of Activities, Deliverables & Subsidy & General Terms and Conditions Immediately Follow this Page.

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

7. SCOPE OF ACTIVITIES, DELIVERABLES & SUBSIDY.

	Scope of Activities and/or Deliverables (Due Date and Subsidy only noted if Applicable or Required)	Due Date	Subsidy
	During the Agreement Period, County Commissioner and ODH agree that County Commissioner shall complete the following activities and ODH will disburse amounts as indicated:		
7.1.	<p>Offices of County Commissioners will support public health activities associated with reporting, investigation and case management of tuberculosis patients that completed treatment between 1/1/2021-12/31/2021. The following criteria must be met and documented in ODRS to receive payment:</p> <ol style="list-style-type: none"> 1. Anti-TB drug regimen must meet American Thoracic Society (ATS)/Centers for Disease Control and Prevention (CDC)/Infectious Disease Society of America (IDSA) treatment guidelines and be appropriate for susceptibility pattern, severity of disease and underlying comorbidities. 2. Directly observed therapy (DOT) must be performed and documented according to dosing and intervals that are consistent with ATS/CDC/IDSA guidelines. 3. Treatment completion dates and doses for the anti-TB drug regimen must be documented. 4. HIV status must be documented as negative, positive, or refused. 5. For pulmonary TB cases, sputum specimens must be collected to document whether culture conversion occurred within 60 days of treatment initiation. 6. For culture positive cases, one specimen must be submitted to the Ohio Department of Health Laboratory for genotyping/whole-genome sequencing. 7. All high-priority contacts must be entered into the disease surveillance system. High priority contacts are defined as household contacts, contacts under age 5 years, contacts with medical risk or immunocompromised, or anyone with total duration of known contact greater than or equal to 8 hours. 8. Cases must receive 80% of their care in the county for that county to claim eligibility. 	12/31/2022	
7.2.	<p>County Commissioners shall submit an invoice related to the costs of the work associated with this Agreement. Mandatory requirements on invoice:</p> <ol style="list-style-type: none"> 1. Time period when work was performed (1/1/2021-12/31/2021); 2. List of ODRS numbers for all eligible cases that met criteria; 3. Total number of eligible cases; 4. Description of services provided (e.g. TB control staff salaries, travel, medical consultation, education); and <p>Invoice example is attached to the Agreement.</p>	12/31/2022	\$ 5,104.87 per TB case meeting treatment standards
TOTAL AGREEMENT AMOUNT			<p>Not to Exceed \$ 15,305,611</p>

Terms & Conditions Immediately Follow this Page.

8. AGREEMENT TERMS AND CONDITIONS.

- 8.1. Mutual Promises & Covenants. In consideration of the mutual promises expressed in this Agreement and intending to be legally bound, Recipient agrees to perform, and ODH agrees to pay Recipient, in accordance with §7 and the terms of this Agreement.
- 8.2. Scope of Activities, Deliverables, and Subsidy. Recipient shall provide work, services, products and deliverables in the time and manner and for the Subsidy specified in §7 and any attachment specified or incorporated into this Agreement. In consideration, ODH agrees to pay the Subsidy as set forth in §7. If at any time during the term of this Agreement, ODH determines that Recipient is not using the funds allocated in accordance with the terms of this Agreement or if data, including reports, are not entered in a timely manner, ODH may withhold future payments.
- 8.2.1. Total Agreement Amount. The Total Agreement Amount, as indicated in §7, includes the cost for all services, travel, or any other expenses that Recipient may incur as a result of Recipient's performance of this Agreement. Recipient shall not submit claims for expenses.
- 8.2.2. The Office of County Commissioner shall monitor the work under this Agreement.
- 8.2.3. The Office of County Commissioner waives the interest provisions of O.R.C. 126.30.
- 8.2.4. Subject to the provisions of O.R.C. 126.07 and O.R.C. 131.33, which shall at all times govern this Agreement, ODH represents that it intends to maintain this Agreement for the full Agreement Period set forth in this Agreement and has no reason to believe that it will not have sufficient funds to enable it to make all payments due. ODH further represents that it will use best efforts to obtain the appropriation of any necessary funds during the Agreement Period.
- 8.2.5. Funds Availability. Recipient understands and agrees that this Agreement is contingent upon the availability of lawful appropriations by the Ohio General Assembly and/or if applicable another Agreement Funding Source. The Funding Source will subsidize multiple Recipients under this program. Invoices will be paid out on a first-come-first-served basis. If the Funding Source is depleted or the Ohio General Assembly discontinues funding ODH for the activity specified in this Agreement, this Agreement is terminated as of the date funding expires without further obligation of ODH, State of Ohio, or any other Agreement Funding Source. If ODH has knowledge of insufficient funds to make future payments under this Agreement, ODH will notify Recipient.
- 8.2.6. ODH will not pay the Subsidy to Recipient for any work performed prior to receipt of written notification from the ODH Agreement Manager that the requirements of O.R.C. 126.07 and, if applicable, O.R.C. 127.16 have been met. ODH will not pay the Subsidy to Recipient for any work performed after the Agreement Ending Date, as applicable.
- 8.2.7. Invoices. Recipient shall invoice ODH in accordance with §7 for work or services Recipient provides. An itemized statement listing the services provided, the dates services were provided, and the amount of payment due shall accompany the invoice. Invoices shall be sent to ODH, ATTN: Accounts Payable, P.O. Box 118, Columbus, Ohio 43216-0118. ODH will make payment to Recipient within thirty (30) days of receipt of a valid invoice for the amount of payment due pursuant to Ohio Administrative Code 126-3-01. ODH shall return any invalid or incomplete invoice to Recipient within fifteen (15) days after ODH receives the invoice. An explanation will accompany the invoice that states the reason for return and any information needed to correct the invoice. Final invoices for services provided under this Agreement shall be submitted by Recipient no later than thirty (30) days after the end of the Agreement Period.
- 8.2.7.1. Electronic Commerce Program. The State of Ohio is an active participant in the E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State and the Recipient by reducing time delays in receiving invoices and making payments that are associated with the existing manual processes. The Recipient is encouraged to move toward compliance with electronic commerce technologies, as this will be the preferred method of doing business with the State of Ohio. Information regarding E-Commerce is available on the Office of Budget and Management's website at www.supplier.obm.ohio.gov.
- 8.2.8. Recipient shall furnish its own support staff and services as necessary for the satisfactory performance of this Agreement. Unless otherwise specified in this Agreement, ODH will not provide any staff, services, or material to Recipient for the purpose of assisting Recipient's performance.
- 8.2.9. ODH may, from time to time as it deems appropriate, communicate specific instructions and requests to Recipient concerning the performance of the work described in this Agreement. Upon such notice and within ten (10) days after receipt of instructions, Recipient shall comply with such instructions and fulfill such requests to the satisfaction of ODH. It is expressly understood by the Parties that these instructions

and requests are for the sole purpose of ensuring satisfactory completion of the work described in this Agreement and are not intended to amend or alter this Agreement or any part thereof. The Agreement Manager will communicate all such instructions and requests to Recipient.

8.2.10. If the Agreement Funding Source identified in §4.1. of this Agreement is one of the following listed funding sources, Recipient certifies that Recipient does not perform nontherapeutic abortions; promote nontherapeutic abortions; contract with any entity that performs or promotes nontherapeutic abortions; is or will become affiliated with any entity that performs or promotes nontherapeutic abortions as defined in O.R.C. §9.04:

8.2.10.1. Violence Against Women Act;

8.2.10.2. Breast and Cervical Cancer Mortality Prevention Act;

8.2.10.3. Infertility prevention project;

8.2.10.4. Minority HIV/AIDS initiative; and/or

8.2.10.5. State of Ohio funds, including infant mortality reduction or infant vitality initiatives.

Any failure by Recipient to comply with this section shall be treated as a material breach of this Agreement.

8.3. Agreement Period; Extension. This Agreement shall be effective on the Agreement Beginning Date and shall remain in effect until the Agreement Ending Date. Upon written mutual consent of both parties, this Agreement may be renewed or extended past the Agreement Ending Date, subject to the same terms and conditions of this Agreement and subject to any federal and state directives, regulations, laws, Request for Quote or Request for Proposals relating to the subject matter of this Agreement.

8.4. Suspension and Termination. ODH may suspend or terminate this Agreement for any reason thirty (30) days after delivery of written notice to Recipient. ODH may suspend or terminate this Agreement immediately after delivery of written notice to Recipient if ODH (i) discovers any illegal conduct on the part of Recipient; (ii) discovers any violation of this Agreement regarding Conflict of Interest and Ethics Laws; (iii) discovers any violation regarding a Drug Free Workplace; (iv) discovers any violation of the funding restriction specified in §8.2.10; (v) is subject to a loss of funding as specified in §8.2.5; (vi) discovers that Recipient or any of its subcontractors has performed any services under this Agreement in violation of §8.12 regarding Prohibition of the Expenditure of Public Funds for Offshore Services; or (vii) discovers or is notified that a petition in bankruptcy or similar proceeding has been filed by or against Recipient. If at any time during the Agreement Period a bankruptcy or similar proceeding has been filed by or against Recipient, Recipient shall immediately notify ODH of the filing.

8.4.1. Recipient to Cease Work and Other Agreement Activities. Recipient, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate any subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODH may require. Any unused subsidies must be returned to ODH upon termination.

8.4.2. Determining Subsidy after Agreement Suspension or Termination. In the event of suspension or termination under this Agreement, with the exception of termination for violation of §8.2.10 and §8.12, Recipient shall be entitled to the Subsidy, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which shall be calculated by ODH based on the Subsidy set forth in §7 and §8.2, less any funds previously paid by or on behalf of ODH. ODH shall not be liable for any further claims, and the claims submitted by Recipient shall not exceed the total amount of Subsidy allowed by this Agreement.

8.5. Breach or Default.

8.5.1. Material Breach. Upon a Material Breach of the Agreement, as designated in §8.2.10 and §8.12, ODH may unilaterally terminate this Agreement without payment of the Subsidy to Recipient as a material breach is understood by the Parties to be so significant that it has destroyed the value of the Agreement and, due to the nature of the services that Recipient offers the State of Ohio, a Material Breach would undermine the sole purpose of the Agreement.

8.5.2. Upon breach or default by Recipient of any of the provisions, obligations or duties provided for in this Agreement, ODH may exercise all administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and ODH retains the right to exercise all remedies provided for in this Agreement.

- 8.5.3. If ODH or Recipient fail to perform an obligation or obligations under this Agreement and thereafter such failure is waived by the other party; such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by ODH shall not be effective unless it is in writing and signed by the Director of Health or his or her designee, except that Agreement Manager may agree in writing to non-substantial changes to §7, such as changes in form, format, deadlines, or other minimal changes that do not diminish the value of the specified work or deliverable.
- 8.6. Independent Contractor. It is fully understood and agreed that Recipient is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Health (for purposes of O.R.C. Chapter 145) solely on the basis of this Agreement. No agency, employment, joint venture or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement. Inasmuch as ODH is interested in Recipient's services, ODH does not control the manner in which Recipient performs this Agreement. ODH is not liable for the workers' compensation or unemployment compensation payments required by O.R.C. Chapters 4123 and 4141, respectively. In addition, Recipient assumes responsibility for tax liabilities that result from the subsidy paid to Recipient by ODH. ODH will report any payment made under this Agreement to the Internal Revenue Service on Form 1099. Additionally, no provision contained in this Agreement shall be construed as entitling Recipient to participate in hospital plans, medical plans, sick leave benefits, vacation, and other benefits available to employees of ODH or to become a member of the Public Employees Retirement System (O.R.C. Chapter 145).
- 8.7. Conflict of Interest and Ethics Laws.
- 8.7.1. Neither Recipient nor any officer, member or employee of Recipient shall, prior to the completion of such work and payment for such work, acquire any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of such work.
- 8.7.2. Recipient hereby covenants that neither Recipient, nor any officer, member, or employee of Recipient, have any interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this Agreement.
- 8.7.3. Recipient shall not promise or give to any ODH employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. Recipient shall not solicit an ODH employee to violate any ODH rule or policy relating to the conduct of contracting Parties or to violate O.R.C. 102.03 to 102.04 or O.R.C. 2921.42.
- 8.7.4. Recipient hereby covenants that Recipient and any officer, member or employee of Recipient are in compliance with O.R.C. 102.04 and that if Recipient is required to file a statement pursuant to O.R.C. 102.04(D)(2), such statement has been filed with the ODH General Counsel in addition to any other required filings.
- 8.7.5. Recipient hereby certifies compliance with the executive agency lobbying requirements of O.R.C. 121.60 to 121.69.
- 8.7.6. Recipient hereby certifies and affirms that, as applicable to Recipient, no party listed in Division (I) or (J) of O.R.C. 3517.13 or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of \$1,000.00 (One Thousand Dollars) to the Governor or to his campaign committees. If it is determined that Recipient's certification of this requirement is false or misleading, notwithstanding any criminal or civil liabilities imposed by law, Recipient shall return to ODH all monies paid to Recipient under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
- 8.8. Nondiscrimination and Equal Employment Opportunity.
- 8.8.1. In carrying out this Agreement, Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin or ancestry. Recipient shall comply with all applicable State of Ohio and Federal laws relating to nondiscrimination and equal employment opportunity as those laws may be amended from time to time, including but not limited to the following:
- 8.8.1.1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
- 8.8.1.2. Title VII of the Civil Rights Act of 1991 (P.L. 102-166) which prohibits discrimination on the basis of race, color or religion, national origin and sexual orientation in employment;

- 8.8.1.3. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency ("LEP"), which requires reasonable steps to ensure that LEP persons have meaningful access to programs (see www.lep.gov), and Health and Human Services ("HHS") implementing regulations at 45 CFR part 80;
 - 8.8.1.4. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, and HHS implementing regulations at 45 CFR part 86;
 - 8.8.1.5. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps in the provision of benefits or services as well as employment, and the HHS implementing regulations are codified at 45 CFR parts 84 and 85;
 - 8.8.1.6. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age and the HHS implementing regulations codified at 45 CFR part 91;
 - 8.8.1.7. Intentionally omitted; and
 - 8.8.1.8. Prohibitions against retaliation against individuals for taking action or participating in an action to secure rights provided in State and Federal laws relating to nondiscrimination.
- 8.9. "Sweatshop Free" Certification. Recipient hereby certifies that all facilities used for the production of supplies or performance of services offered in this Agreement is in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontractors used by Recipient in furnishing the supplies or services pursuant to this Agreement. If it is determined that Recipient's certification of this requirement is false or misleading, then Recipient understands that it shall be grounds for the termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- 8.10. Records, Documents and Information. All records, documents, writings or other information produced or used by Recipient in the performance of this Agreement shall be treated according to the following terms:
- 8.10.1. All ODH information which, under the laws of the State of Ohio, is classified as public or private will be treated as such by Recipient. Where there is a question as to whether information is public or private, ODH shall make the final determination. Recipient shall not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Recipient agrees to be bound by the same standards of confidentiality that apply to the employees of ODH and the State of Ohio. If at any time during the Agreement period a proceeding has been filed by or against Recipient which would compel disclosure of private information under this Agreement, Recipient shall immediately notify ODH of the filing. The terms of this section shall be included in any subcontracts executed by Recipient for work under this Agreement.
 - 8.10.2. All proprietary information of Recipient shall be held to be strictly confidential by ODH in accordance with Section 149.43 of the Ohio Revised Code. Proprietary information is information which, if made public, would put Recipient at a disadvantage in the market place and trade of which Recipient is a part. Recipient is responsible for notifying ODH of the nature of the information prior to its release to ODH. ODH reserves the right to require reasonable evidence of Recipient's assertion of the proprietary nature of any information to be provided.
 - 8.10.3. All records relating to costs, work performed and supporting documentation for invoices submitted to ODH by Recipient shall be retained and made available by Recipient for audit by the State of Ohio (including, but not limited to, ODH, the Auditor of the State of Ohio, the Ohio Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of three years after payment for work performed under this Agreement. If an audit, litigation, or other action is initiated during this time period, Recipient shall retain such records until the action is concluded and all issues resolved or the three years end, whichever is later.
- 8.11. Disclosure of Personal Health Information. Recipient hereby agrees that the information provided or made available by ODH shall not be used or disclosed other than as permitted or required by this Agreement or as required by law. Recipient will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this Agreement. Recipient shall comply with 45 C.F.R.164.504(e)(2)(ii) and the Federal Information Security Management Act (P.L. 107-347) ("FISMA" as applicable to CDC grants). Recipient shall immediately report to ODH any discovery of use or disclosure of information not provided for or allowed by the Agreement. Recipient hereby agrees that anytime information is provided or made available to any subcontractor or agent, Recipient must enter into a subcontract with the

subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of information as contained in this Agreement. Recipient must obtain ODH approval prior to entering into such agreements. Further, Recipient agrees to make available and provide right of access to an individual of their protected health information when that protected health information is obtained in the performance of Recipient's obligations under this Agreement.

- 8.12. Prohibition of the Expenditure of Public Funds for Offshore Services. No State of Ohio Cabinet, Agency, Board or Commission will enter into any contract to purchase services provided outside the United States or that allows State of Ohio data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Recipient performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided to the State in the Agreement. Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid to Recipient for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective. The Recipient must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Recipient understands and will meet the requirements of the above prohibition. The Affirmation and Disclosure Form is attached hereto as Attachment A. During the performance of this Agreement, if the Recipient changes the location(s) disclosed on the Affirmation and Disclosure Form, Recipient must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.
- 8.12.1. Termination, Sanction, Damages. If Recipient or any of its subcontractors perform services under this Agreement outside of the United States or State of Ohio data is sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside the United States, the performance of such services shall be treated as a material breach of the Agreement. ODH is not obligated to pay and shall not pay for such services. If Recipient or any of its subcontractors perform any such services, Recipient shall immediately return to ODH all funds paid for those services. ODH may also recover from Recipient all costs associated with any corrective action ODH may undertake, including but not limited to an audit or a risk analysis, as a result of Recipient performing services outside the United States.
- 8.12.2. ODH may, at any time after the breach, terminate the Agreement, upon written notice to Recipient. ODH may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.
- 8.12.3. If ODH determines that actual and direct damages are uncertain or difficult to ascertain, ODH in its sole discretion may recover a payment of liquidated damages in the amount of 1% of the value of the Agreement.
- 8.12.4. ODH, in its sole discretion, may provide written notice to Recipient of a breach and permit Recipient to cure the breach. Such cure period shall be no longer than fourteen (14) calendar days. During the cure period, ODH may buy substitute services from a third party and recover from Recipient any costs associated with acquiring those substitute services.
- 8.12.5. Notwithstanding ODH permitting a period of time to cure the breach or Recipient's cure of the breach, ODH does not waive any of its rights and remedies provided ODH in this Agreement, including but not limited to recovery of funds paid for services Recipient performed outside of the United States, costs associated with corrective action, or liquidated damages.
- 8.13. Assignment. Recipient will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of ODH. Any assignment or delegation not consented to may be deemed void by the ODH.
- 8.14. Drug Free Workplace. Recipient shall comply with all applicable state and federal rules, regulations and statutes pertaining to a drug free workplace. Recipient shall make a good faith effort to ensure that all employees of Recipient do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county, or municipal property.
- 8.15. Security & Safety Rules. When using or possessing ODH data or accessing State of Ohio networks and systems, the Contractor, its employees, subcontractors and agents must comply with all applicable state rules, policies, and regulations regarding state-provided IT resources, data security and integrity. When on any property owned or controlled by the State of Ohio, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.

- 8.16. Trafficking Victims Act. In carrying out this Agreement, Recipient, its employees, subcontractors and their employees shall comply with Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104); and is now located at 2 CFR Part 175 during the term of this Agreement. Recipient must include this provision in its contracts and subcontracts under this Agreement. Recipient must inform ODH immediately of any information regarding violation of the foregoing. Recipient understands that its failure to comply with this provision may subject ODH to loss of federal funds. Recipient agrees to compensate ODH for any such funds lost due to its failure to comply with this condition, or the failure of its subcontractors to comply with this condition.
- 8.17. Compliance.
- 8.17.1. Recipient affirmatively represents and warrants to ODH that it is not subject to a finding for recovery under O.R.C. 9.24 or that it has taken the appropriate remedial steps required under O.R.C. 9.24 or otherwise qualifies under that section. Recipient further affirmatively represents and warrants to ODH that it is not debarred or suspended from entering into state of Ohio contracts pursuant to O.R.C. 125.25 and is not subject to exclusion, disqualification or ineligibility as defined in 2 C.F.R.180.110. Recipient agrees that if this representation and warranty is deemed false, the Agreement will be void *ab initio* as between the Parties to this Agreement, and any funds paid by ODH hereunder shall be immediately repaid to ODH, or an action for recovery may be immediately commenced by ODH for the recovery of said funds.
- 8.17.2. Recipient certifies that Recipient is not federally debarred from participating in government contracts funded by federal money as described in 2 C.F.R. 180.220. If at any time during the contractual period Recipient is federally debarred from participating in government contracts funded by federal money, for whatever reason, Recipient shall immediately notify ODH of the debarment.
- 8.17.3. Recipient certifies that all approvals, licenses, registrations or other qualifications necessary to conduct business where the services are performed have been obtained and are operative. If at any time during the contractual period Recipient becomes disqualified from conducting business in Ohio, for whatever reason, Recipient shall immediately notify ODH of the disqualification.
- 8.17.4. Recipient certifies that it is in compliance and will remain in compliance throughout the duration of this Agreement with all other applicable federal and state laws, regulations, rules and Executive Orders and will require the same certification from its subgrantees or subcontractors.
- 8.18. Limitation of Liability. Both Parties agree to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Agreement, and nothing in this Agreement shall be interpreted or construed to place any responsibility for professional acts or omissions onto ODH. ODH's liability for damages, whether in contract or in tort, shall not exceed the amount of direct damages incurred by Recipient, and is the Recipient's sole and exclusive remedy for ODH's failure to perform its obligations under this Agreement. In no event shall ODH be liable for any indirect or consequential damages, including loss of profit, even if ODH knew or should have known of the possibility of such damages. Neither Party is responsible to the other Party for nonperformance or delay in performance of the terms of this Agreement due to acts of God, wars, riots, strikes, or other causes beyond the control of the Parties.
- 8.19. Insurance. Recipient will provide, at its own expense, Workers' Compensation insurance, as required by Ohio law or the laws of any other state where work under this Agreement will be performed. Recipient may be required to show proof of insurance upon request by ODH. Recipient also will provide for its employees performing work under this Agreement employer's liability insurance, and personal injury, bodily injury, and property damage liability insurance, including automobile coverage with personal injury and bodily injury coverage in the amount of at least \$100,000.00 per person, \$300,000.00 per occurrence. In lieu of providing the policies of insurance in the amounts specified in this section, Recipient instead may elect to self-insure such risk in accordance with the laws of this state, based upon a good-faith analysis of the potential liability as it relates to the work to be performed under this Agreement, provided that Recipient is one of the following:
- 8.19.1. A "state institution of higher education" as defined in O.R.C. 3345.12(A)(1), a community college established under O.R.C. Chapter 3354, a state community college established under O.R.C. Chapter 3358, a university branch established under O.R.C. Chapter 3355, or technical college established under O.R.C. Chapter 3357;
- 8.19.2. A "state agency", which means a department, bureau, board, commission, office, agency, institution or other organized body or instrumentality established by the constitution and laws of the state of Ohio for the exercise of any function of state government; or
- 8.19.3. A "political subdivision" of this state, which means a municipal corporation, township, county, school district, or other body corporate and politic responsible for governmental activities only in geographical areas smaller than that of the state.

- 8.20. Rights in Deliverables, Data and Copyrights. Any intellectual property or copyrightable materials produced specifically for and as a deliverable under the terms of this Agreement, including any documents, data, photographs and negatives, electronic reports, records, software, source code, or other media, shall become the property of ODH, which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. This section does not apply to any preexisting materials owned by Recipient. Recipient shall not obtain copyright, patent, or other proprietary protection for the Work or Deliverables under this Agreement. ODH grants Recipient an unlimited license to use work and materials produced by Recipient under this Agreement, including the right to publish the results of any work performed under this Agreement. In the event that the Agreement Funding Source is federal funding, in whole or in part, such license is subject to the royalty-free, non-exclusive and irrevocable license to such material retained by the United States government. Further, the work must state: "This publication was made possible by Grant or Cooperative Agreement Number funded by Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of Centers for Disease Control and Prevention or the Ohio Department of Health." Recipient shall not include in any Deliverable or Work any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter.
- 8.21. Attachments. Attachments and documents referenced in this Agreement are made a part hereof, and are incorporated as terms and conditions of this Agreement. In the event of a conflict of terms, the terms and conditions of this Agreement shall take precedence over any conflicting terms.
- 8.22. Construction. This Agreement is governed, construed and enforced in accordance with the laws of the State of Ohio. Further, the Ohio courts shall have jurisdiction over the subject matter and the Parties hereto in connection with disputes concerning validity and enforcement of this Agreement. In the event that any terms of this Agreement or applicable statutes conflict, then statutes and regulations take precedence.
- 8.23. Severability. If any portion of this Agreement is found to be unenforceable by operation of statute or by administrative or judicial decision, the enforceability of the balance of this Agreement shall not be affected thereby, provided that the absence of the unenforceable provision does not render impossible the performance of the remainder of this Agreement.
- 8.24. Amendments. This writing constitutes the entire agreement between the Parties with respect to all matters herein. This Agreement may be amended only by a writing signed by both Parties. However, it is agreed by the Parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. Any written amendments to this Agreement shall be prospective in nature. When a new or different term or condition is added, additional consideration is not necessary to bind the Parties.
- 8.25. Headings. The headings in this Contract are for convenience only and will not affect the interpretation of any of the Agreement terms and conditions.
- 8.26. Survival. All sections herein relating to payment, confidentiality, liability, record retention, audit, conflicts of interest and ethics, publicity, warranties and limitations on damages shall survive the termination of this Agreement.
- 8.27. Notices.
- 8.27.1. Form of Notice. All notices, requests, claims, demands and other communications between the Parties shall be in writing.
- 8.27.2. Method of Notice. All notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, or (iv) by electronic mail to the address of the Party specified in this Agreement as "ODH Agreement Manager" or "Recipient's Authorized Representative" or such other address as either Party may specify in writing. The Parties acknowledge that change in authorized representatives and their addresses are not substantive and a change shall be recognized with proper Notice.
- 8.27.3. Receipt of Notice. All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.

Remainder of Page Left Intentionally Blank. Attachment(s) Immediately Follow.

ATTACHMENT A

DEPARTMENT OF ADMINISTRATIVE SERVICES
STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2022-02D
State of Ohio's Response to Russia's Unjust War on the Country of Ukraine

March 2022

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

AFFIRMATION AND DISCLOSURE FORM

Contractor affirms that Contractor has read and understands the applicable Executive Orders regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address)

(City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

(Address)

(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

3. Location where state data will be located, by Contractor:

(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be located by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____

Resolution

Number 22-1355

Adopted Date September 06, 2022

APPROVE EMERGENCY REPAIR TO THE CASE FRONT END LOADER LOCATED AT THE LOWER LITTLE MIAMI WASTEWATER TREATMENT PLANT.

WHEREAS, the Water & Sewer Department experienced an equipment failure to the Case Front End Loader located at the Lower Little Miami Wastewater Treatment Plant; and

WHEREAS, upon inspection and diagnosis of the Case Front-End Loader it was observed that coolant was leaking into the transmission and that a main lifting cylinder needs to be rebuilt; and

WHEREAS, the repair is critical and time sensitive to the Wastewater operations as the equipment is used to load the belt press cake onto Redbank semi-trucks for transport and disposal at the Rumpke Landfill; and

WHEREAS, when the loader is not functional it causes the system to back-up with bio-solids that cannot be loaded on the trucks for disposal typically averaging around two (2) to four (4) semi-truck loads a day; and

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 22002109 with Southeastern Equipment Co. Inc. in the amount of \$10,000.00 for the repair of the Case Front End Loader.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor
Water/Sewer (file)

Resolution

Number 22-1356

Adopted Date September 06, 2022

ADVERTISE FOR BIDS FOR THE FY22 FRANKLIN TOWNSHIP – NE PENNYROYAL
REPAVING 2 CDBG PROJECT

BE IT RESOLVED, to advertise for bids for the FY22 Franklin Township – NE Pennyroyal
Repaving 2 CDBG Project for the Office of Grants and Administration; and


BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general
circulation and for two consecutive weeks on the County website, beginning the week of September
11, 2022; bid opening to be September 29, 2022 @ 9:30 a.m.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon
call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

cc: OGA (file)
OMB Bid file

Resolution

Number 22-1357

Adopted Date September 06, 2022

ENTER INTO CONTRACT WITH BARRETT PAVING MATERIALS INC. FOR THE FY22 DEERFIELD TOWNSHIP – LOVELAND PARK ROADWAY REPAIR AND RESURFACING CDBG PROJECT

WHEREAS, pursuant to Resolution #22-1273 dated August 23, 2022, this Board approved a Notice of Intent to Award Bid for the FY22 Deerfield Township – Loveland Park Roadway Repair and Resurfacing CDBG Project to Barrett Paving Materials Inc., for a total bid price of \$210,600.25; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with Barrett Paving Materials Inc., 3751 Commerce Drive Franklin, Ohio 45005, for a total contract price of \$210,600.25; as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP/

cc: c/a— Barrett Paving Materials Inc.
OGA (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 10 day of September, 2022, by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **Barrett Paving Materials Inc., 3751 Commerce Drive Franklin, Ohio 45005**, doing business as a corporation, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

"FY22 Deerfield Township – Loveland Park Roadway Repair & Resurfacing CDBG Project"

hereinafter called the project, for the sum of **Two Hundred Ten Thousand, Six Hundred Dollars and Twenty- Five Cents (\$210,600.25)** and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and at his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the specifications and Contract Documents. "Contract Documents" means and includes the following:

- A. Invitation to Bid
- B. Instructions to Bidders
- C. General Contract Conditions
- D. Technical Specifications
- E. Proposal Forms
 - Affidavit of Non-Delinquency of Personal Property Taxes
 - Bid Guarantee and Contract Bond
 - Non-collusion Affidavit
- F. Contract Forms
 - Notice of Award and Acceptance
 - Notice to Proceed and Acceptance
 - Change Order
- G. Conflict of Interest
 - Special Conditions Pertaining to Hazards Safety
 - Standards and Accident Prevention
 - Special Equal Opportunity Provisions (Section 3 Compliance)

- Certifications of Compliance with Air and Water Acts
- Architects Certification of Compliance with Minimum Standards for Accessibility by the Physically Handicapped
- Designers Certification of Compliance with Minimum Standards or Accessibility by the Physically Handicapped

H. Federal Labor Standards

- Prevailing Wage Rates

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and to fully complete the project within 60 days. The Contractor further agrees to pay, as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter until such time as work is completed.

Upon completion of said project, the CONTRACTOR shall submit an invoice to the OWNER. Upon approval by the Project Engineer, the submittal of a contractor's affidavit, and all prevailing wage reports, the OWNER shall make payment to the CONTRACTOR.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to the OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorney fees, litigation expenses, suits at law or in equity, causes of actions, actions, damages, and obligations arising from (a) negligent reckless or willful and wanton acts, errors, omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractor to pay the prevailing wage upon this project.

The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

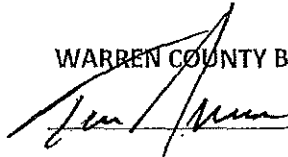
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

CONTRACTOR shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and Equal Employment Opportunity (EEO) requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and OWNER, nor create any obligations on the part of the OWNER to pay or see to the payment of any sums to any subcontractor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

(Seal)

WARREN COUNTY BOARD OF COMMISSIONERS

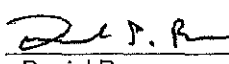
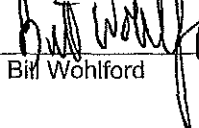


Tom Grossmann President

ATTEST: Kyras Powell

(Seal)

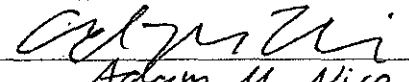
BARRETT PAVING MATERIALS INC.

	/	
Daniel Rose	/	Bill Wohlford
Name		
Estimator	/	Chief Estimator
<hr/>		

Title

ATTEST: Jim D. Jones III

APPROVED AS TO FORM:


Assistant County Prosecutor

Resolution

Number 22-1358

Adopted Date September 06, 2022

ACKNOWLEDGE EXTENSION OF THE DATE OF ISSUANCE FOR THE NOTICE TO PROCEED RELATIVE TO THE WARREN COUNTY AIRPORT – JOHN LANE FIELD AWOS III- PT PROJECT

WHEREAS, pursuant to Resolution #22-1165, adopted August 2, 2022, this Board approved a Notice to Proceed and entered into contract with DBT Transportation Services, LLC for a total contract price of \$114,983.00 for the Warren County Airport – John Lane Field Install New AWOS III- PT Project; and

WHEREAS, due to awaiting on the modification and approval of the Very High Frequency (VHF) License and the delay of the AWOS equipment order being put on the production schedule, DBT Transportation Services, LLC has requested and the Warren County Airport authority has recommended to extend the date of the Notice to Proceed; and

WHEREAS, once the VHF License has been secured and the AWOS equipment has a confirmed shipping date, the Airport Authority along with the Federal Aviation Administration will collaborate with DBT Transportation Services, LLC to mutually agree on a set construction date; and

NOW THEREFORE BE IT RESOLVED, to acknowledge the extension of the date of issuance for the Notice to Proceed relative to the Warren County Airport – John Lane Field AWOS III- PT Project and authorize Krystal Powell, Deputy Clerk of the Board of County Commissioners, to re-issue a Notice to Proceed with an agreed upon date to be later determined.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

cc: c/a— DBT Transportation Services LLC
Airport (file)
OMB Bid file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1359

Adopted Date September 06, 2022

CERTIFICATION OF DELINQUENT WATER AND/OR SEWER ACCOUNTS – WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, pursuant to Section 7.05G, Warren County Rules and Regulations, all delinquent water and/or sewer accounts with an unpaid balance may be certified to the property owner's real estate tax record; and

NOW THEREFORE BE IT RESOLVED, to certify the attached list of delinquent water and/or sewer accounts to the property owner's real estate tax record. A copy of which is attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that the Clerk of this Board is hereby directed to forward a copy of this resolution to the Warren County Auditor.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ____ (certified)
Water/Sewer (file)

RESOLUTION#22-1359
SEPTEMBER 06, 2022
PAGE 2

RECEIPT

I certify that I received a copy of the aforesaid resolution on the 7 day of September, 2022.

A handwritten signature in black ink, appearing to read "Matt Nolan", is written over a horizontal line.

Matt Nolan
Warren County Auditor

Resolution

Number 22-1360

Adopted Date September 06, 2022

REQUEST DIRECTOR OF TRANSPORTATION TO REVIEW THE ENGINEERING AND TRAFFIC INVESTIGATION AND TO DETERMINE AND DECLARE A REASONABLE AND SAFE PRIMA-FACIE SPEED LIMIT ON LYTLE ROAD (CR#28) BEGINNING AT THE VILLAGE OF WAYNESVILLE CORPORATION TO FERRY ROAD AND FERRY ROAD (CR#49) FROM LYTLE ROAD TO THE GREENE COUNTY LINE

WHEREAS, a request has been made to this Board that the statutory vehicular speed limit established by Ohio Revised Code, Section 4511.21, is greater than that considered reasonable and safe on Lytle Road (CR#28) beginning at the Village of Waynesville Corporation to Ferry Road and Ferry Road (CR#49) from Lytle Road to the Greene County Line; and

WHEREAS, this Board has caused to be made an engineering and traffic investigation upon the section of road described; and

WHEREAS, it is the determination of this Board that such investigation confirms the allegation that the statutory speed limit of 55 mph is greater than is reasonable and safe and the conditions found to exist at such location; and

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Warren County, Ohio that:

Section 1. By virtue of the provisions of Ohio Revised Code, Section 4511.21, the Director of Transportation is hereby requested to review the engineering and traffic investigation and to determine and declare a reasonable and safe prima-facie speed limit on Lytle Road (CR#28) beginning at the Village of Waynesville Corporation to Ferry Road (CR#49) and Ferry Road (CR#49) from Lytle Road (CR#28) to the Greene County Line.

Section 2. That when this Board is advised that the Director of Transportation has determined and declared a reasonable and safe speed limit on the section of road described in Section 1, standard signs, properly posted and giving notice thereof, will be erected upon which such declared speed limit shall become effective.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)

Resolution

Number 22-1361

Adopted Date September 06, 2022

ENTER INTO A COOPERATIVE AGREEMENT WITH TURTLECREEK TOWNSHIP FOR THE WARREN COUNTY TURTLECREEK TOWNSHIP WALL PROJECT (OLIVE BRANCH, LIBERTY KEUTER AND EMMONS ROADS) ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

WHEREAS, the Warren County Engineer's Office and Turtlecreek Township are planning to make capital improvements to rehabilitate Olive Branch, Liberty Keuter and Emmons Roads also known as the Warren County Turtlecreek Township Wall Project, in cooperation with Turtlecreek Township; and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and will improve the public safety; and

WHEREAS, the Board of Turtlecreek Township Trustees agree to have the Warren County Engineer's Office act as project manager; and

NOW THEREFORE BE IT RESOLVED, to enter into a cooperative agreement with the Board of Turtlecreek Township Trustees for the Turtlecreek Township Wall Project (Olive Branch, Liberty Keuter and Emmons Roads), a copy of which is attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

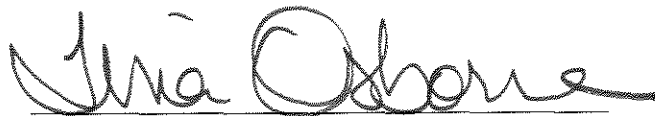
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Turtlecreek Township
Engineer (file)

COOPERATIVE AGREEMENT

TURTLECREEK TOWNSHIP RESOLUTION NUMBER 22-08-14 / DATE 08/30/2022
WARREN COUNTY RESOLUTION NUMBER 22-136-1 / DATE 9-10-22

The Board of Turtlecreek Township Trustees, hereinafter referred to as "TURTLECREEK," and the Warren County Board of County Commissioners, hereinafter referred to as "COUNTY," hereby enter into this cooperation agreement to submit an application for a State Capital Improvement Program grant for the Ohio Public Works Commission for the Warren County Turtlecreek Township Wall Project, and agree as follows.

The projects total estimated cost is \$576,750.00. Of the total estimated cost, Turtlecreek's portion of the project is estimated at \$456,750.00 and the County's portion is estimated at \$120,000.00.

Turtlecreek shall provide funds and make payments in the amount of \$232,943.00, which is estimated to equal 51.00% of the Turtlecreek's portion of the project cost. Such funds will come from the Turtlecreek Township Coronavirus Local Fiscal Recovery Fund (2273).

County shall provide funds and make payments in the amount of \$61,062.00, which is estimated to equal 51.00% of the County's portion of the project cost. Such funds will come from the County Engineers Road and Bridge Fund.

If funded, Ohio Public Works Commission (OPWC) shall provide \$282,745.00, which is estimated to equal 49.00% of the total estimated cost.

Turtlecreek authorizes County to serve as lead applicant. As lead applicant County shall be responsible to sign all necessary documents.

Turtlecreek agrees to pay its 51% of their portion of the cost as invoices are due.

County agrees to pay its 51% of their portion of the cost as invoices are due.

[The balance of this page is blank]

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by Tom Crossmann, pursuant to Resolution No. 22-1361, dated 9-10-22.

RECOMMENDED BY:
WARREN COUNTY ENGINEER

APPROVED BY:
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Neil F. Tunison
PRINTED NAME: Neil F. Tunison
TITLE: County Engineer
DATE: 8/19/2022

SIGNATURE: [Signature]
PRINTED NAME: Tom Crossmann
TITLE: President
DATE: 9-10-22

IN EXECUTION WHEREOF, the Board of Turtlecreek Township Trustees has caused this Agreement to be executed on the date stated below by Mr. Vandegrift - Mr. Sams pursuant to Resolution No. 22-00-14, dated 8/30/2022.

APPROVED BY:
BOARD OF TURTLECREEK
TOWNSHIP TRUSTEES

SIGNATURE: _____
PRINTED NAME: Daniel Frederick Jones
TITLE: Trustee
DATE: 08/30/2022

SIGNATURE: [Signature]
PRINTED NAME: Jonathan D. Sams
TITLE: Trustee
DATE: 08/30/2022

SIGNATURE: [Signature]
PRINTED NAME: James R. Vandegrift
TITLE: Trustee
DATE: 08/30/2022

Approved as to Form:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]
Bruce A. McGary, Assistant Prosecutor

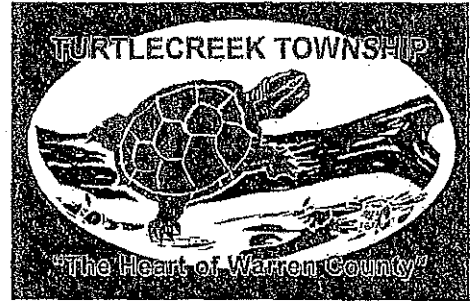
The undersigned Fiscal Officer of the Board of Trustees of Turtlecreek Township, Warren County, Ohio, hereby certifies that the foregoing is a true copy of the Resolution 22-08-14, duly passed by the Board of Trustees of Turtlecreek Township, Warren County, Ohio on August 30, 2022, and that the same has not been amended or repealed as of this date.

Dated: August 30, 2022



Amanda K. Childers
Amanda K. Childers
Fiscal Officer

**RESOLUTION 22-08-14
TURTLECREEK TOWNSHIP
WARREN COUNTY, OHIO**



**RESOLUTION TO AUTHORIZE JAMES VANDEGRIFT AND
JONATHAN D. SAMS TO EXECUTE THE
COOPERATIVE AGREEMENT AND OPWC APPLICATION**

WHEREAS, the Board of Trustees of Turtlecreek Township, Warren County, Ohio, have agreed to enter into a Cooperative Agreement to submit an application for a State Capital Improvement Program grant for the Ohio Public Works Commission for the Warren County Turtlecreek Township Wall Project; and

WHEREAS, the Board of Trustees of Turtlecreek Township, Warren County, Ohio, have agreed to the terms and conditions of the attached co-op agreement; and

THEREFORE, by the Board of Trustees of Turtlecreek Township, Warren County, Ohio at least a majority of all Trustees casting a vote concur with entering into a Cooperative Agreement to submit an application for a State Capital Improvement Program grant for the Ohio Public Works Commission for the Warren County Turtlecreek Township Wall Project.

Mr. Sams moved adoption of the foregoing Resolution, being seconded by Mr. VanDeGrift. Upon call of the roll, the following vote resulted:

Mr. VanDeGrift	YEA
Mr. Sams	YEA

Resolution adopted this 30th day of August, 2022.

TURTLECREEK TOWNSHIP TRUSTEES


AMANDA K. CHILDERS, FISCAL OFFICER

Resolution

Number 22-1362

Adopted Date September 06, 2022

APPROVE AGREEMENTS AND ADDENDUMS WITH VARIOUS PROVIDERS
RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF
WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreements and addendums with the following providers relative to home placement and related services for calendar year 2022-2023, on behalf of Children Services as attached hereto and made a part hereof:

1. Bunker Hill Haven for Boys
2. Life Start, Inc.
3. OhioMHAS – Keystone Richland Center, LLC dba Foundations for Living

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

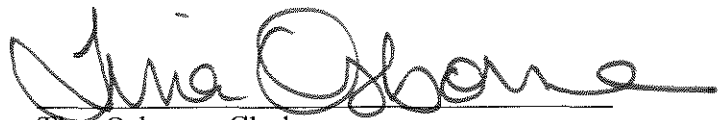
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Bunker Hill Haven for Boys
c/a – Life Start, Inc.
c/a - OhioMHAS – Keystone Richland Center, LLC dba Foundations for Living
Children Services (file)

Resolution

Number 22-1363

Adopted Date September 06, 2022

APPROVE AGREEMENTS AND ADDENDUMS WITH VARIOUS PROVIDERS
RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF
WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreements and addendums with the following providers relative to home placement and related services for calendar year 2022-2023, on behalf of Children Services as attached hereto and made a part hereof:

1. Against All Odds 126 Inc.
2. The Bair Foundation

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Against All Odds 126 Inc.
c/a – The Bair Foundation
Children Services (file)

Resolution

Number 22-1364

Adopted Date September 06, 2022

**AUTHORIZE ACCEPTANCE OF QUOTE FROM BUSINESS COMMUNICATION
SPECIALISTS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS**

WHEREAS, Business Communication Specialists will provide Mitel 6940 IP Phones per quote AAAQ17320-03 for Warren County Telecommunications; and


NOW THEREFORE BE IT RESOLVED, to accept quote from Business Communication Specialists on behalf of Warren County Telecommunications for Mitel 6940 IP Phones; as attached hereto and a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a- Business Communication Specialists
Telecom (file)



162 Main Street, Wadsworth, OH 44281
 P: 330.335.7276 • F: 330.335.7275
 www.bcsip.com

QUOTE

Number AAAQ17320-03

Date Aug 15, 2022

Sold To

Warren County
 Paul Kindell
 500 Justice Dr, LL
 Lebanon, OH 45036-2523
 United States

Phone (513)695-1318
Fax (513)695-2973

Ship To

Warren County
 Paul Kindell
 500 Justice Dr, LL
 Lebanon, OH 45036-2523
 United States

Phone (513)695-1318
Fax (513)695-2973

Your Sales Rep

Bryon Palitto
 330-335-7271
 bryonp@palittoconsulting.com

Qty	Description	MSRP	Discount	Unit Price	Ext. Price
2	50006770 Mitel 6940 IP Phone	\$685.00	D40	\$411.00	\$822.00
1	50006772 6900 Spare Handset QTY 25	\$633.00	D40	\$379.80	\$379.80
1	50006923 6900 Handset Curly Cord QTY 25	\$138.00	D40	\$82.80	\$82.80
1	SHIP Shipping Charges	\$0.00		\$45.00	\$45.00

Source Well Contract # (022719-MBS)

This quote has been created based on the facts as Business Communication Specialists knows them regarding the environment being quoted at the time of the quote. The Client agrees to be responsible for the cost of any additional hardware, software, licenses and labor that are a result of a client change request to this quote.

Due to the rapidly changing nature of the computer and IT industry, quotes are guaranteed for 15 days.

See Standard Terms and Conditions for Payment Terms

SubTotal	\$1,329.60
Tax	\$0.00
Shipping	\$0.00
Total	\$1,329.60

Signature of Acceptance

Print Name: Tom Grossmann

Date: 9.6.22

Signature: [Handwritten Signature]

Signatory has authority to execute the contract and hereby acknowledges and agrees that the terms and conditions contained within this Quote and Standard Terms and Conditions provided herewith, shall apply to all Customer-executed PO's. The parties agree that facsimile signatures shall be as effective as originals.

APPROVED AS TO FORM

[Handwritten Signature]
Adam M. Nice
Asst. Prosecuting Attorney



**BUSINESS
COMMUNICATION
SPECIALISTS**

162 Main Street
Wadsworth, OH 44281
Phone: 330.335.7276 Fax: 330.335.7275
www.businesscommunicationspecialists.com

Warren County Standard Terms and Conditions

Thank you for considering Business Communication Specialists (BCS) for your Voice Technology needs. The following are the specific terms of this proposal, with the responsibilities of each party noted. Any of the following terms or conditions that are addressed on this Standard Terms and Conditions will be superseded by the details as specified on the face of the proposal.

Payment Terms

- 1) **Hardware and Software:** 100% of ShoreTel and Extreme hardware and software costs will be paid after delivery of the same (approximately 7 days after receipt of valid invoice).
- 2) **Maintenance, Installation, etc.:** 100% due upon project completion.

Rescheduling Fee

BCS reserves the right to charge a rescheduling fee for scheduled implementations that are postponed by the customer on short notice. If the rescheduling occurs within 7 days of the scheduled time, the fee is \$1,000. If the rescheduling occurs between 8-14 days of the scheduled time, the fee is \$500.

Warranty & Additional Notes

BCS sells only the highest quality of products. All items sold do not have a BCS warranty. Only the manufacturer's warranty will apply. Labor required to facilitate obtaining the warranty replacement will be invoiced according to current standard rates. *Keep all original boxes for the length of warranty per each manufacturer's user manual. BCS is not responsible to refund warranty items without the original box and all accessories. BCS disclaims any and all warranties, express or implied, including but not limited to all warranties of merchantability and fitness for use for a particular purpose with respect to any and all goods/services that are the subject of this contract.*

Technical Support

Additional customer support is provided in a variety of ways depending on the nature of the need. This includes personal assistance over the telephone, on-site visits, remote connection to the users system through telecommunication software, fax back communication and by written documentation. This support is invoiced weekly in 15-minute increments using the applicable rate schedule, with a minimum of one hour for onsite visits. When incidental expense, including, but not limited to, travel, lodging, meals, etc., is incurred for the additional support, customer agrees to reimburse all reasonable costs.

License Agreement

All licenses are a one-time fee with no recurring charges for use of the software as purchased and supplied.

Limit of Remedy:

BCS's entire liability is limited to the amount paid by the customer under the terms of this Agreement and customer hereby waives any and all rights to consequential and/or punitive damages. This contract shall be construed in accordance with the laws of the State of Ohio without resort to conflict of laws principles. In the event that a claim/dispute arises between the parties with respect to this contract, the jurisdiction for this event will be in the County of Warren, Ohio.

Resolution

Number 22-1365

Adopted Date September 06, 2022

AUTHORIZE ACCEPTANCE OF QUOTE 26097619 FROM ESRI, INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR ARCGIS DESKTOP STANDARD MAINTENANCE RENEWAL

WHEREAS, ESRI, Inc. will provide ArcGis Desktop Standard Single Use Primary Maintenance, as indicated on the attached quote for purchase; and

NOW THEREFORE BE IT RESOLVED, to accept quote from ESRI, Inc. on behalf of Warren County Telecommunications for ArcGis Desktop Standard Maintenance Renewal; as attached hereto and a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—ESRI, Inc.
Telecom (file)



Esri Inc
380 New York St
Redlands CA 92373

Subject: Renewal Quotation

Date: 08/18/2022
To: Warren County Telecommunications Ac
Organization: County of Warren
Public Safety Network &
Fax #: 513-695-2973 **Phone #:** 513-695-1319
From: Pete Bennett
Fax #: 909-307-3083 **Phone #:** + 19097932853 Ext. 2063
Email: pbennett@esri.com

Number of pages transmitted
(including this cover sheet): 4

Quotation #26097619
Document Date: 08/18/2022

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



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380 New York St
Redlands, CA 92373
Phone: + 190979328532063
Fax #: 909-307-3083

Quotation

Date: 08/18/2022

Quotation Number: 26097619

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Pete Bennett

County of Warren
Public Safety Network &
Telecommunications Dept
500 Justice Dr
Lebanon OH 45036-2379
Attn: Warren County Telecommunications Ac
Customer Number: 269966

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	93303 ArcGIS Desktop Standard Single Use Primary Maintenance Start Date: 11/17/2022 End Date: 11/16/2023	1,500.00	1,500.00
			Item Subtotal	1,500.00
			Estimated Tax	0.00
			Total	USD 1,500.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Pete Bennett **Ext:** 2063

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



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Fax #: 909-307-3083

Quotation

Page 2

Date: 08/18/2022

Quotation Number: 26097619

Item	Qty	Material#	Unit Price	Extended Price
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Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.



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Quotation

Page 3

Date: 08/18/2022 Quotation No: 26097619 Customer No: 269966

Item	Qty	Material#	Unit Price	Extended Price
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US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

[Handwritten Signature]
Signature of Authorized Representative

9-6-22
Date

Tom Grossmann
Name (Please Print)

President
Title

APPROVED AS TO FORM

[Handwritten Signature]

Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 22-1366

Adopted Date September 06, 2022

ENTER INTO CONTRACT FOR NETWORK MONITORING OF THE PUBLIC SAFETY NETWORK ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, pursuant to Resolution #22-0855 adopted June 14, 2022, this Board authorized a request for proposals for network monitoring of the Public Safety Network for Telecommunications; and

WHEREAS, on or before June 14, 2022 the Telecommunications Department received one (1) sealed proposal for Network Monitoring of the Public Safety Network; and

WHEREAS, upon review by Gary Estes, Deputy Director, all the terms and conditions of the proposal submitted were accepted and agreed upon and the Telecommunications Department recommends we enter into contract with Mission Critical Partners, 690 Gray's Woods Drive, Port Matilda, PA 16870, for a total contract price of \$434,457.49; and


NOW THEREFORE BE IT RESOLVED, to enter into contract with Mission Critical Partners for network monitoring of the Public Safety Network for Warren County Telecommunications.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a- Mission Critical Partners
Telecom (file)
OMB Bid file

Resolution

Number 22-1367

Adopted Date September 06, 2022

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 8/30/22, and 9/1/22, as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor _____

Resolution

Number 22-1368

Adopted Date September 06, 2022

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH MEADE BUILDING GROUP, LLC FOR HUDSON ESTATES SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to approve the following security release:

RELEASE

Bond Number	:	21-004 (W/S)
Development	:	Hudson Estates
Developer	:	Meade Building Group, LLC
Township	:	Turtlecreek
Amount	:	\$17,589.00
Surety	:	Cashiers' Check - LCNB No 411544

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Meade Building Group, LLC, 6723 Nickel Road, Lebanon, OH 45036
OMB – J. Stilgenbauer
Water/Sewer (file)
Bond Agreement file

Resolution

Number 22-1369

Adopted Date September 06, 2022

APPROVE SUPPLEMENTAL APPROPRIATIONS WITHIN COMMUNITY
DEVELOPMENT FUND #2211

WHEREAS, the Department of Job and Family Services is participating in the Childcare Enhancement Project, funded by American Rescue Plan Act funding, and

BE IT RESOLVED, to approve the following supplemental appropriations:

\$	17,500.00	into	22111111-5102	(Salaries)
\$	1,000.00	into	22111111-5114	(Overtime)
\$	1,800.00	into	22111111-5811	(PERS)
\$	6,200.00	into	22111111-5820	(Health Insurance)
\$	380.00	into	22111111-5871	(Medicare)
\$	1,720,000.00	into	22111111-5400	(Purchased Services)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor _____
Supplemental Appropriation file
OGA (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1370

Adopted Date September 06, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO HUMAN SERVICES FUND #2203

WHEREAS, a supplemental appropriation is necessary to cover additional expenses expected thru calendar year 2022; and

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriation into fund #2203

\$130,000 into #22035310-5410 (Contracts BOCC Approved)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Human Services (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1371

Adopted Date September 06, 2022

APPROVE SUPPLEMENTAL APPROPRIATION WITHIN COMMON PLEAS
COMMUNITY CORRECTIONS #2284

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 15,000.00 into 22842911-5210 (Materials/Supplies)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

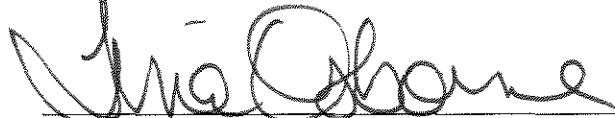
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Common Pleas Court (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1372

Adopted Date September 06, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO AIRPORT FUND #4479

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 50,000.00 into #44793850-5317 (Airport – Non-Capital Purchases)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Airport (file)
OMB – S. Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1373

Adopted Date September 06, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO SHERIFF'S OFFICE FUND #11012210

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Sheriff's Office Fund #11012210 in order to process vacation leave payout for Roberts Camron employee of Sheriff's Office:

\$2,885.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012210-5882	(Sheriff's Office – Det. - Vacation Leave Payout)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff's Office (file)
OMB

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 22-1374

Adopted Date September 06, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE DETENTIONS CENTER FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Juvenile Detention Centers Fund #11012600 in order to process vacation leave payout for Isabelle Morin employee of Juvenile Detention Center:

\$401.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012600-5882	(Juvenile Detention Center - Vacation Leave Payout)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Juvenile (file)
OMB

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 22-1375

Adopted Date September 06, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN OMB FUND #11011115

BE IT RESOLVED, to approve the following appropriation adjustment within fund #11011115:

\$ 200.00 from #11011115-5400 (OMB – Purchased Services)
 into #11011115-5370 (OMB – Software)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/js

cc: Auditor
Appropriation Adj. file
OMB (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1376

Adopted Date September 06, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT FUND
#11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 20,000.00 from #11011223-5102 (Regular Salaries)
into #11011223-5210 (Supplies and Material)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas Court (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 22-1377

Adopted Date September 06, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND
#11012210

BE IT RESOLVED, to approve the following appropriation adjustment within Warren County
Sheriff's Office Fund #1101:

\$4,000.00 from #11012210-5317 (Shrf Det Non-Capital Purchase)
 into #11012210-5855 (Shrf Det Clothing/Personal Equip)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon
call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff's Office (file)

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 22-1378

Adopted Date September 06, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$11,400.00 from #11012300-5400 (Purchased Services)
into #11012300-5210 (Materials & Supplies)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Building/Zoning (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1379

Adopted Date September 06, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

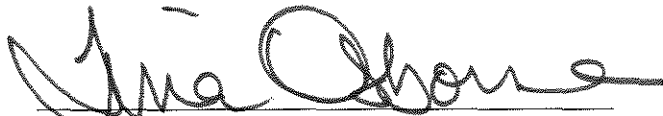
\$625.00 from #11012810- 5400 (Telecom Purchased Services)
 into #11012810- 5855 (Telecom Clothing/Personal Equip)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Telecom (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1380

Adopted Date September 06, 2022

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND #2255

BE IT RESOLVED, to approve the following appropriation adjustment in order to process a vacation leave payout for Ashley DeLarge, former employee of the Prosecutor's Office:


\$230.00 from #22551150-5102 (Regular Salaries)
 into #22551150-5882 (Vacation Leave Payout)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

MRB/

cc: Auditor
Appropriation Adjustment file
Prosecutor (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1381

Adopted Date September 06, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN HUMAN SERVICES FUND #2203

BE IT RESOLVED, to approve the following appropriation adjustments:

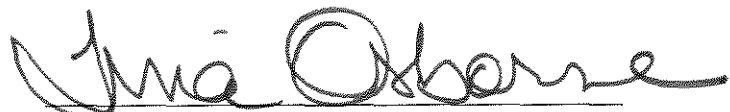
\$2,000.00	from	#22035310-5430	(Utilities)
	into	#22035310-5400	(Purchased Services)
\$1,000.00	from	#22035310-5460	(Insurance)
	into	#22035310-5400	(Purchased Services)
\$2,000.00	from	#22035310-5910	(Other Expenses)
	into	#22035310-5400	(Purchased Services)
\$2,000.00	from	#22035310-5910	(Other Expenses)
	into	#22035310-5940	(Travel)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adj. file
Human Services

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1382

Adopted Date September 06, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment to process a vacation leave payout for former employees of Children Services, Kyleigh Powell and Tiffany Tuttle:

\$2,800.00	from	#22735100-5102	(Regular Salaries)
	into	#22735100-5882	(Accum. Vacation Leave Payout)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: Auditor ✓
Appropriation Adj. file
Children Services (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-1383

Adopted Date September 06, 2022

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	XYLEM WATER SOLUTIONS USA INC	SEW TB FLYGT 20HP SUBMERSIBLE	\$ 19,852.25
TEL	CDW LLC	TEL FORTINET WIRELESS SYSTEM U	\$ 10,379.20
TEL	MARKETING SALES SOLUTIONS INC	TEL BCS MITEL IP TELEPHONE	\$ 1,329.60
TEL	ENVIROMENTAL SYSTEMS RESEARCH INST	RENEWAL-MAINT. ARC/GIS	\$ 1,500.00
WAT	IBI GROUP ENGINEERING SERVICES USA INC	WAT KG SURVEY & BASEMAP SERVIC	\$ 14,500.00
WAT	OHIO MACHINERY CO	SEW TB WHEEL LOADER 926 M	\$ 199,477.00
TEL	MISSION CRITICAL PARTNERS LLC	TEL MONITORING OF NETWORK FOR	\$ 83,147.00

PO CHANGE ORDER

Department	Vendor Name	Description	Amount
ENG	EAGLE BRIDGE CO	KING AVENUE BRIDGE IMPROVEMENT PROJECT	\$ 470,288.37 DECREASE

9/6/2022 APPROVED:



Tiffany Zindel, County Administrator

Resolution

Number 22-1384

Adopted Date September 06, 2022

SET A VIEWING AND FINAL HEARING CONCERNING THE VACATION OF HIGHWAY RIGHT-OF-WAY EASEMENT FOR A PART OF RED LION-FIVE POINTS ROAD IN CLEARCREEK TOWNSHIP

WHEREAS, this Board is in receipt of a request from the County Engineer to vacate the existing highway right-of-way easement for a portion of Red Lion-Five Points Road as illustrated and particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, pursuant to RC 5553.02, this Board may locate, establish, alter, widen, straighten, vacate, or change the direction of all roads within Warren County except roads on the state highway system also requires the approval of the director of transportation; and

WHEREAS, while there is more than one available statutory procedure for a road vacation, the County Engineer is requesting the vacation be pursuant to the procedure in RC 5553.04 for vacating the road right of way for a portion of Red Lion-Five Points Road (Exhibit A) which is not a road on the state highway system; and,

WHEREAS, in accordance with RC 5553.05, when a road vacation procedure is under RC 5553.04, this Board shall fix a date when it will view the area to be vacated and also a date for a final hearing, after giving notice of the time and place for the viewing and the public hearing by publication once a week for two consecutive weeks in a newspaper of general circulation in Warren County that includes a brief statement regarding the vacation, plus send written notice of the hearing by first class mail at least twenty days before the date of the public hearing to the owners of property (mailed to the addresses of such owners appearing on the county auditor's or treasurer's current tax list) abutting that portion of the road right of way to be vacated, and to the director of natural resources; and,

WHEREAS, in accordance with RC 5553.08, the Board may determine at a final hearing whether it will be for the public convenience or welfare to vacate said road right-of-way and so declare by resolution and enter the resolution and the detailed description thereof on its journal.

NOW THEREFORE BE IT RESOLVED that this Board does hereby fix the 18th day of October, 2022, at 9:05 a.m. as the date and time for the viewing and final hearing for determining whether to approve or disapprove the vacation of a portion of the right-of-way of Red Lion-Five Points Road in Clearcreek Township, Warren County, to be held at the Meeting Room of the Board of County Commissioners in the Warren County Administration Building, 406 Justice Drive, Lebanon, Ohio; and

BE IT FURTHER RESOLVED that the Clerk of this Board notify the abutting property owners of the time and place of said final hearing; and, that notice be published once a week for two consecutive weeks in Today's Pulse – Warren County newspaper giving notice to the general public of the purpose, date, and time of the final hearing.

RESOLUTION #22-1384
SEPTEMBER 06, 2022
PAGE 2

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 6th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in black ink, appearing to read "Tina Osborne", written over a horizontal line.

Tina Osborne, Clerk

cc: Clearcreek Township Trustees
Neil Tunison, Engineer (file)
Vacation file

EXHIBIT A

Ver. Date 02/11/2022

**WAR-CR46/TR128-ROUNDAABOUT
VACATE RIGHT OF WAY OF RED LION-FIVE POINTS ROAD
BY THE ENGINEER'S OFFICE OF WARREN COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Warren, and Township of Clearcreek and being a part of Section 2, Town 2, Range 5 of Between the Miami's original land subdivision;

Being part of the standard highway right of way for Red Lion-Five Points Road, being a parcel of land bounded and described as follows:

Beginning at a point at the intersection of the centerline of Red Lion-Five Points Road with Bunnell Hill Road, and on the easterly line of Section 2 located South 4 degrees 56 minutes 41 seconds West, at a distance of 211.48 feet from the northeast corner of Section 2, said point being the northeasterly corner of a record 1.285 acre parcel as conveyed to **Warren County Commissioners** by Document Number 2019-006645 of the Warren County Recorder's Records, and at the southeasterly corner of a 0.98 acre parcel as conveyed to **Stephanie H. Roeder** as Parcel I by Official Record Volume 3467 and Page 630 of the Warren County Recorder's Records;

thence South 61 degrees 18 minutes 13 seconds West, for a distance of **59.06 feet**, along the centerline of Red Lion-Five Points Road, the northerly line of said Warren County Commissioners Parcel, and the southerly line of said Roeder Parcel I, to a point, said point being the **Principle Point of Beginning** for the parcel described herein;

1. **thence continuing South 61 degrees 18 minutes 13 seconds West**, for a distance of **88.26 feet**, along the centerline of Red Lion-Five Points Road, the northerly line of said Warren County Commissioners Parcel, and the southerly line of said Roeder Parcel I, to a point;
2. **thence on a non-tangential curve to the left with radius 476.00 feet, interior angle 15 degrees 12 minutes 13 seconds, arc length 126.31 feet, chord bearing South 74 degrees 09 minutes 21 seconds West, and chord distance 125.94 feet**, to a point on the southwesterly line of a 0.574 acre parcel as conveyed to **Stephanie H. Roeder** as Parcel II by Official Record Volume 3467 and Page 630 of the Warren County Recorder's Records;
3. **thence North 28 degrees 39 minutes 46 seconds West**, for a distance of **1.99 feet**, along the southwesterly line of said Roeder Parcel II, to a point on the existing northerly right of way line for Red Lion-Five Points Road;

EXHIBIT A

4. **thence North 61 degrees 18 minutes 14 seconds East**, for a distance of **234.28 feet**, along the existing northerly right of way line for Red Lion-Five Points Road and through Roeder Parcel II and Roeder Parcel I, to a point on the existing westerly right of way line for Bunnell Hill Road;
5. **thence South 09 degrees 03 minutes 45 seconds West**, for a distance of **37.95 feet**, along the westerly right of way line for Bunnell Hill Road, to the **Principle Point of Beginning** and containing 0.106 acres, more or less;

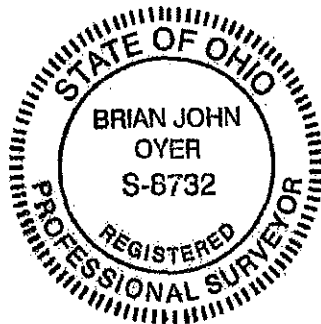
The Basis of Bearing referred to herein is relative to Grid North of the Ohio State Plane Coordinate System, South Zone, NAD83 (2011) Datum.

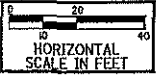
This description was prepared and reviewed under the direct supervision of Brian J. Oyer P.S. 8732, from a survey by Strand Associates, Inc in early 2015 and August 2018.

Date: 2-14-2022



Brian J. Oyer P.S. 8732





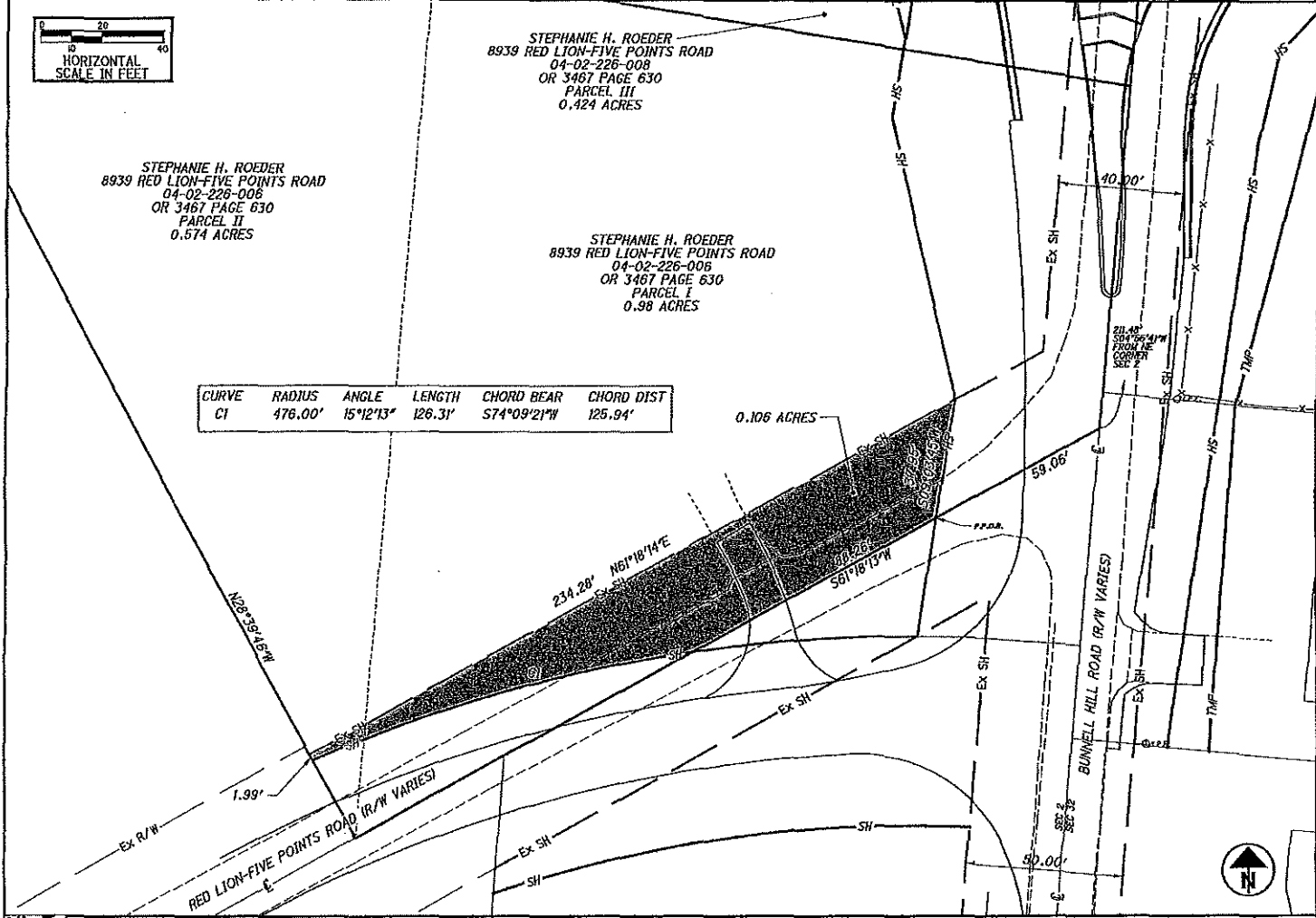
STEPHANIE H. ROEDER
8939 RED LION-FIVE POINTS ROAD
04-02-226-008
OR 3467 PAGE 630
PARCEL II
0.574 ACRES

STEPHANIE H. ROEDER
8939 RED LION-FIVE POINTS ROAD
04-02-226-008
OR 3467 PAGE 630
PARCEL III
0.424 ACRES

STEPHANIE H. ROEDER
8939 RED LION-FIVE POINTS ROAD
04-02-226-008
OR 3467 PAGE 630
PARCEL I
0.98 ACRES

CURVE	RADIUS	ANGLE	LENGTH	CHORD BEAR	CHORD DIST
C1	476.00'	15°12'13"	126.31'	S74°09'21"W	125.94'

0.106 ACRES



WARREN COUNTY
OHIO

EXHIBIT TO VACATE RIGHT-OF-WAY
8939 RED LION FIVE POINTS RD

